SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT, dated March 20, 2023, is by and between K2 Principal Fund L.P. (the "**Stockholder**") and Wesana Health Holdings Inc., a corporation organized under the laws of British Columbia (the "**Company**").

W I T N E S S E T H:

WHEREAS, the Stockholder owns of record and/or beneficially or exercises control or direction over as of the date hereof, 2,842,565 subordinate voting shares, of the Company, and as a result of which the Stockholder may be deemed to beneficially own such shares, which together with any additional shares of the Company that the Stockholder or funds managed by the Stockholder may be deemed to beneficially own or exercise control or direction over on or after the date hereof, are referred to herein as "**Owned Shares**";

WHEREAS, the Company, Wesana Health Inc., a Delaware corporation and wholly-owned subsidiary of the Company ("**WHI**" and together with the Company, the "**Sellers**"), have entered into that certain Asset Purchase Agreement, dated as of March 20, 2023 (the "**Purchase Agreement**"), with Lucy Scientific Discovery USA Inc., a Delaware corporation ("**Lucy**"), pursuant to which the Sellers agreed to sell to Lucy the SANA-013 development-related assets and liabilities of WHI (the "**Transaction**");

WHEREAS, the Company intends to hold a special meeting of its shareholders in order to obtain shareholder approval for the Transaction (including any adjournments or postponements thereof, the "**Special Meeting**");

WHEREAS, the Stockholder has agreed to vote at the Special Meeting all of the Owned Shares in favor of the Transaction.

NOW, THEREFORE, in consideration of the promises, mutual representations, warranties, covenants, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

Section 1. <u>Representations and Warranties of the Company</u>.

1.1. The Company hereby represents, warrants and agrees that (a) it has full legal right, power and authority to execute, deliver and perform this Agreement, and consummate the transactions contemplated hereby, (b) the execution and delivery of this Agreement, and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary corporate actions, and (c) this Agreement constitutes valid, legal and binding obligations of the Company, enforceable against it in accordance with its terms, except that such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium (whether general or specific) or other laws now or hereafter in effect. The performance of the terms of this Agreement shall not conflict with, constitute a violation of, or require any notice or consent under, the Company's articles, or any agreement or instrument to which the Company is a party or by which the Company is bound, and shall not require any consent, approval, or notice under any provision of any judgment, order, decree, statute, rule, or regulation applicable to the Company.

Section 2. Representations and Warranties of the Stockholder.

2.1. The Stockholder hereby represents, warrants and agrees that (a) it has full legal right, power and authority to execute, deliver and perform this Agreement, and consummate the transactions contemplated hereby, (b) the execution and delivery of this Agreement, and the consummation by the Stockholder of the transactions contemplated hereby have been duly authorized by all necessary actions, and (c) this Agreement constitutes valid, legal and binding obligations of the Stockholder, enforceable against the Stockholder in accordance with its terms, except that such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium (whether general or specific) or other laws now or hereafter in effect. The performance of the terms of this Agreement shall not conflict with, constitute a violation of, or require any notice or consent under, any organizational documents of the Stockholder or any agreement or instrument to which the Stockholder is a party or by which the Stockholder is bound, and shall not require any consent, approval or notice under any provision of any judgment, order, decree, statute, rule, or regulation applicable to the Stockholder. All Owned Shares (a) are, and shall be as of the date of the Special Meeting and any other applicable Voting Event (as defined below), held free and clear of all liens and encumbrances (other than ordinary course general liens in favor of a broker-dealer), and (b) shall not be subject to any proxies (other than pursuant to this Agreement) as of the date of the Special Meeting and any other applicable Voting Event. Except for this Agreement, as of the date hereof, the Owned Shares are not, with respect to the voting or transfer thereof, subject to any other agreement or third party rights, including any voting agreement, stockholders agreement, irrevocable proxy or voting trust.

Section 3. Actions by the Stockholder and the Company.

3.1. *Voting*. From and after the date hereof, at any meeting of the shareholders of the Company (including, but not limited to, the Special Meeting), however called, or any adjournment or postponement thereof, and in response to any request for any written consent of the shareholders of the Company, the Stockholder shall be present (in person or by proxy) and vote (or cause to be voted) all of the Owned Shares as follows: (a) in favor of approval of the Transaction and any other matter that is required by applicable law or by any governmental authority to be approved by the shareholders of the Company to consummate the Transaction; (b) in favor of the proposal to adjourn the Special Meeting to a later date, if necessary or appropriate, to allow for the solicitation of additional proxies in favor of the proposal to approve the Transaction (if the Company, in its reasonable discretion, determines such votes are necessary in order to ensure passage of the proposal); and (c) against any action that could reasonably be expected to (i) impede, interfere with, delay, postpone or attempt to discourage or have the effect of discouraging the consummation of the Transaction, (ii) constitute or result in a breach of any of the representations, warranties, covenants, or other obligations or agreements of the Sellers under the Purchase Agreement that would reasonably be expected to have a material adverse effect on the Sellers or (iii) impair or adversely affect the respective abilities of the Sellers to consummate the , Transaction.

3.2. *Irrevocable Proxy*. Solely with respect to the matters described in Section 3.1 hereof, if the Stockholder has not taken a Qualifying Action (as defined below) on or prior to the fifth (5th) business day prior to the Special Meeting, the Annual Meeting or any other meeting, date or event upon which shareholders of the Company will be asked to vote with respect to the matters described in Section 3.1 (any such meeting, date or event, the "**Voting Event**"), the Stockholder hereby irrevocably appoints Zed Wang as its proxy with full power of substitution (which proxy is irrevocable and which appointment is coupled with an interest, including for purposes of all applicable provisions of the British Columbia Business Corporation Act) to vote in his discretion all Owned Shares on the matters described in Section 3.1 effective from and after such fifth (5th) business day prior to the Special Meeting, the Annual Meeting or any other Voting Event and until the day after the date of the applicable Special Meeting, Annual Meeting or other Voting Event. The Stockholder agrees to execute any further agreement or form reasonably necessary or appropriate to confirm and effectuate the grant of the proxy contained herein. "**Qualifying Action**" means either (a) the delivery by the Stockholder to the Company of a copy of the Stockholder's duly executed and valid proxy (and any amendment of such proxy) with respect to the Special Meeting, the Annual Meeting or other Voting Event, provided the votes reflected in such proxy or amendment thereof are consistent with the Stockholder's voting obligations under this Agreement with respect to the matter(s) in question or (b) the delivery by the Stockholder to the Company of a written certificate signed by the Stockholder certifying that it shall attend the Special Meeting, the Annual Meeting or other Voting Event in person (if a meeting of shareholders) and vote the Owned Shares in accordance with Section 3.1 hereof; provided that in the event that a Qualifying Action is subsequently rescinded, revoked or modified in any manner inconsistent with the requirements of Section 3.1, or if the Stockholder does not attend and vote as required hereunder at the Special Meeting, the Annual Meeting or other Voting Event, the Stockholder shall be deemed to have affirmed as of the time of the Special Meeting, the Annual Meeting or other Voting Event the proxy with respect to the Owned Shares granted under this Section 3.2 (notwithstanding any other action taken since the date hereof) and Zed Wang shall be entitled to the proxy and vote the Owned Shares in his discretion at or in connection with the applicable Special Meeting, Annual Meeting or other Voting Event.

Section 4. <u>Certain Covenants of the Stockholder</u>.

4.1. *Restriction on Transfer, Proxies and Non-Interference*. The Stockholder hereby agrees from and after the date hereof until the applicable date set forth below not to (a) sell, transfer, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding other than this Agreement with respect to the sale, transfer, pledge, encumbrance, assignment or other disposition of, or limitation on the voting rights of, any Owned Shares, (b) grant any proxies or powers of attorney with respect to any Owned Shares (other than as set forth in this Agreement), deposit any Owned Shares into a voting trust or enter into a voting agreement with respect to any Owned Shares (or attempt or purport to revoke or supersede the proxy granted to the Company hereunder), (c) take any action that reasonably could cause any representation or warranty of the Stockholder contained herein to become materially untrue or incorrect or have the effect of preventing or disabling the Stockholder from performing its covenants or other obligations under this Agreement or (d) commit or agree to take any of the foregoing actions. Any transfer of any Owned Shares in violation of this provision shall be null and void. If any involuntary transfer of any Owned Shares shall occur (including a sale by the Stockholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Owned Shares subject to all of the restrictions, liabilities, and rights under this Agreement. The restrictions under this Section 4.1 shall continue in full force and effect until the earlier to occur of the following: the closing of the Transaction and the termination of the Purchase Agreement in accordance with its terms; provided that in no event shall the restrictions in this Section 4.1 continue beyond July 31, 2023.

4.2. *Appraisal Rights*. The Stockholder hereby waives and agrees not to exercise any rights of appraisal or rights of dissent the Stockholder may have that may arise from the transactions contemplated by the Purchase Agreement (or any actions or steps reasonably required in furtherance thereof).

Section 5. Miscellaneous.

5.1. *Termination*. This Agreement shall terminate upon the earliest of (a) the mutual written agreement of the Company and the Stockholder; (b) the termination of the Purchase Agreement in accordance with its terms; (c) the closing date of the Transaction; and (d) July 31, 2023. If this Agreement is terminated in accordance with this Section 5.1, except as set out in this Agreement and except in respect of a breach of this Agreement which occurred prior to such termination, the provisions of this Agreement will become null and void and of no further force and effect and no party shall have liability to the other party pursuant to this Agreement.

5.2. *Public Statements.* The Stockholder hereby consents to details of this Agreement being set out in any news release, information circular, listing statement or other public filing produced by either of the Sellers and/or on their behalf in connection with the transactions contemplated by this Agreement and the Purchase Agreement and to this Agreement being made publicly available, including by the Company filing on SEDAR. Except as required by applicable laws, the Stockholder shall not make any public announcement or statement with respect to this Agreement or the Purchase Agreement without the prior written approval of the Company. If the Stockholder is required by applicable laws to make such public announcement or statement, the Stockholder will use reasonable efforts to provide notice of such announcement or statement to the Company, including the proposed text of such announcement or statement, and provide the Company with a reasonable opportunity to review and comment on the same, which comments shall be reasonably considered by the Stockholder.

5.3. *Additional Shares*. The Stockholder shall promptly notify the Company of the number of shares of the Company, if any, as to which the Stockholder acquires record or beneficial ownership or control or direction after the date hereof until the earlier of the closing of the Transaction and the termination of the Purchase Agreement in accordance with its terms; provided that in no event will the Stockholder have an obligation to provide notice to the Company under this Section 5.3 after July 31, 2023. Any shares of the Company as to which the Stockholder acquires record or beneficial ownership or control or direction after the date hereof shall be Owned Shares for purposes of this Agreement. Without limiting the foregoing, in the event of any stock split, stock dividend or other change in the capital structure of the Company affecting the shares of the Company, the number of shares of the Company constituting Owned Shares shall be adjusted appropriately and this Agreement and the obligations hereunder shall attach to any additional shares of the Company or other voting securities of the Company issued to the Stockholder in connection therewith.

5.4. *Expenses*. All costs and expenses incurred in connection with this Agreement and the obligations of the parties hereunder shall be paid by the party incurring such costs and expenses.

5.5. *Specific Performance.* The Stockholder, on the one hand, and the Company, on the other hand, acknowledge and agree that irreparable injury to the other party hereto would occur in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that such injury would not be adequately compensable in damages. It is accordingly agreed that the Stockholder, on the one hand, and the Company, on the other hand (the "**Moving Party**"), shall each be entitled to specific enforcement of, and injunctive relief to prevent any violation of, the terms hereof and the other party hereto will not take action, directly or indirectly, in opposition to the Moving Party seeking such relief on the grounds that any other remedy or relief is available at law or in equity, nor shall such other party seek the posting of a bond as a condition for obtaining any such relief. An application for specific performance pursuant to this Section 5.5 shall not preclude the Moving Party from seeking other relief available at law or in equity.

5.6. *No Waiver.* Any waiver by either the Stockholder or the Company of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of either party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver of any provision of this Agreement must be signed by the party against whom enforcement of such waiver is sought.

5.7. *Successors and Assigns.* Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any purported assignment not permitted under this Section 5.7 shall be null and void.

5.8. *Survival of Representations.* All representations and warranties made by the parties in this Agreement or pursuant hereto shall survive the execution of this Agreement.

5.9. *Entire Agreement; Amendments.* This Agreement, including the exhibits hereto, contains the entire understanding of the parties hereto with respect to its subject matter. There are no restrictions, agreements, promises, representations, warranties, covenants or undertakings other than those expressly set forth herein. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by all of the parties hereto.

5.10. *Severability.* The invalidity or unenforceability of any provision hereof in any jurisdiction will not affect the validity or enforceability of the remainder hereof in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction. To the extent permitted by applicable law, each party waives any provision of applicable law that renders any provision hereof prohibited or unenforceable in any respect. If any provision of this Agreement is held to be unenforceable for any reason, it will be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible.

5.11. *Notices.* Any notice or other communication required or permitted to be given under this Agreement will be sufficient if it is in writing, sent to the applicable address set forth below (or as otherwise specified by a party by notice to the other parties in accordance with this Section 5.11) and delivered personally, sent by recognized overnight courier, postage prepaid, or delivered by electronic mail transmission and will be deemed given (a) when so delivered personally, (b) if sent by recognized overnight courier, one day after the date of sending, or (c) if delivered by electronic mail transmission, on the date of sending.

If to the Company:

Wesana Health Holdings Inc.
433 W. Van Buren St., Suite 200
Chicago, IL 60607
Attn: Daniel Carcillo
Email: [Redacted: Email address]

With a copy to:

Nauth LPC
217 Queen Street West, Suite 401
Toronto, ON M5V 0R2
Attn: Daniel Nauth
Email: [Redacted: Email address]

If to the Stockholder, at the address set forth on the signature page hereto.

or to such other address as the person to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

5.12. *Governing Law; Jurisdiction.* This Agreement shall be governed by and construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without reference to the conflict of laws principles thereof. The parties hereto agree to submit to the non-exclusive jurisdiction of any court of competent jurisdiction located in the Province of Ontario to resolve any dispute relating to this Agreement and waive any right to move to dismiss or transfer any such action brought in any such court on the basis of any objection to personal jurisdiction or venue.

5.13. *Headings.* The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.14. *Counterparts and Electronic Delivery*. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. This Agreement may be executed by facsimile or other electronic signature, each of which shall be deemed an original.

5.15. *Non-Public Information*. The Stockholder acknowledges and agrees that this Agreement and all information related to the transactions contemplated by the Purchase Agreement contain material non-public information and that Canadian securities laws impose restrictions on the Stockholder trading any securities of the Company and on informing others of such material non-public information until such information is announced by the Company by way of news release or is otherwise generally disclosed to the public by the Company. The Stockholder should seek advice of legal counsel before doing any of the foregoing.

5.16. *Independent Legal Advice*. The Stockholder acknowledges that it has entered into this Agreement willingly with full knowledge of the obligations imposed by the terms of this Agreement. The Stockholder further acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution of this Agreement that it has either done so or waived its right to do so, and agrees that this Agreement constitutes a binding legal obligation and that it is estopped from raising any claim on the basis that it has not obtained such advice.

5.17. *No Admission.* Nothing contained herein shall constitute an admission by any party hereto of liability or wrongdoing.

5.18. *Further Action*. Each party agrees to, without further consideration, execute and deliver such additional documents, and take all such further action as may be reasonably required to effectuate or further evidence the terms and provisions of this Agreement.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or caused this Agreement to be duly executed by their authorized representative, as of the day and year first above written.

COMPANY:

WESANA HEALTH HOLDINGS INC.

By: */s/ "Daniel Carcillo"*
Name: Daniel Carcillo
Title: CEO

STOCKHOLDER:

K2 PRINCIPAL FUND L.P.

By: */s/ "Adrian Morante"*
Name: Adrian Morante
Title: Vice President

Address:

[Redacted: Address]